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and 3 of the Modding Terms, the licence to use the Product, the Modding Tools and/or any Mods shall automatically terminate, without notice. Your grant of the licence to PUBLISHER to use any Mods which you create and publish to the Modding Page shall survive termination.

Because PUBLISHER would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that PUBLISHER shall be entitled to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it under the applicable law.

17.7. MISCELLANEOUS

This Agreement represents the complete agreement between you and PUBLISHER concerning Mods, the Modding Tools and the Modding Page and supersedes all prior agreements and representations, warranties or understandings between you and PUBLISHER (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter. PUBLISHER reserves the right to amend or modify these terms at any time, in any manner, without any liability to PUBLISHER and at PUBLISHER's sole discretion.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty, disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by us to enforce or exercise any provision of this Agreement or related rights shall not constitute a waiver of that right or provision.

PUBLISHER may assign this Agreement, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under the Agreement without PUBLISHER's express prior written consent.

Nothing in this Agreement gives or claims to give to any third party any benefit or right to enforce any term of this Agreement, and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended or modified from time to time) are expressly excluded. This Agreement shall be construed under laws of England and Wales, and you consent to the exclusive jurisdiction of the English Courts.

You may contact PUBLISHER at the following address:

Slitherine Software UK Ltd, Customer Service Department, The Hermitage, 45 Church Street, Epsom, KT17 4PW. Email:support@slitherine.co.uk

18. TERMINATION.

17.1. This LICENSE is effective until terminated. Your rights under this LICENSE will Terminate automatically without notice from PUBLISHER if you fail to comply with this LICENSE or the terms herein. Upon the termination of this LICENSE, you shall cease all use of the PRODUCT.

19. LIMITATIONS ON USE.

19.1. PUBLISHER provides the PRODUCT and PUBLISHER SERVICES on a commercially reasonable basis and does not guarantee that you will be able to access, or use the PRODUCT, or PUBLISHER SERVICES at times, or locations of your choosing, or that PUBLISHER SERVICES will have adequate capacity at all times, or in any specific geographic area.

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19.3. You acknowledge accept and agree that PUBLISHER, its partners, licensors, licensees and affiliates are not liable for any act or failure to act by them, or any other person regarding issues of conduct, communication, or content on PUBLISHER SERVICES or use of the PRODUCT.

19.4. You acknowledge, accept and agree that PUBLISHER, or its partners, licensors', licensees', affiliates', employees', officers', or directors' (collectively, "PUBLISHER affiliates") liability in any circumstances does not exceed the amount that you paid to PUBLISHER for the PRODUCT.

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20.1. You acknowledge accept agree and indemnify and hold harmless PUBLISHER, its licensors and PUBLISHER Affiliates, contractors, vendors, and content providers from all liabilities, claims and expenses, including attorneys' fees, that arise from or relate to any breach of this LICENSE and the terms stated herein, for which you are responsible, or in connection with your distribution of any Content on, or through PUBLISHER Services. Without limiting the generality of the foregoing, you agree to indemnify and hold PUBLISHER and PUBLISHER Affiliates harmless for any improper or illegal use, including the illegal or improper use by others of the SOFTWARE or services. You agree that you will be personally responsible for your use of SOFTWARE and PUBLISHER Services and for all of your communication and activity on PUBLISHER Services, including any Content you contribute, and that you will indemnify and hold harmless PUBLISHER and PUBLISHER Affiliates from any liability or damages arising from your conduct, including any Content that you contribute.

21. ENTIRE AGREEMENT.

21.1. The LICENSE and the terms herein and any other Supplemental Terms, posted rules, or instructions regarding a particular game, activity, contest, or any other issue, constitute the entire agreement between you and PUBLISHER as to your rights and obligations in the use of the LICENSE or PUBLISHER Services. If there is any conflict between the LICENSE or the terms herein and any other rules, or instructions posted on any PUBLISHER Service, PUBLISHER in its sole discretion shall resolve such conflict.

22. FORCE MAJEURE

22.1. PUBLISHER shall not be liable to LICENSEE for any failure to perform, or any delay in performing its obligations as a result of events beyond its control ("a force majeure event"). The time for performance will be extended for a period equal to the duration of the Force Majeure.

23. WAIVER

23.1. Any failure or delay by PUBLISHER in exercising its rights under this LICENSE shall not be construed as a waiver of those rights at that time, or at any time thereafter.

24. ASSIGNMENT.

24.1. PUBLISHER may assign all rights and obligations as set out in this LICENSE at its sole discretion. Such rights and obligations shall inure to the benefit of and shall be binding upon the successors and assigns of PUBLISHER. LICENSEE may only assign its rights and obligations hereunder with the prior written consent of PUBLISHER.

25. GOVERNING LAW

25.1. This LICENSE shall be governed by and shall be construed, interpreted and enforced in accordance with the laws of England and Wales. Further, the parties acknowledge and agree that proper venue and jurisdiction shall lie in appropriate courts in England.

25.2. In no event will PUBLISHER be liable for any indirect, incidental, special or consequential damages, or damages in connection with any financial loss, profits, revenue or data misuse, incurred by LICENSEE or any third party, whether in an action in contract, or tort (including negligence) or otherwise, even if PUBLISHER has been advised of the possibility of such damages. Not with-standing any other provision of the LICENSE, PUBLISHER liability to LICENSEE under any provisions of this LICENSE or otherwise for damages finally awarded shall be limited to a maximum of \$1.00 USD. In no event shall PUBLISHER be liable for indirect,

incidental, special, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

25.3. If any provision of this LICENSE is held by the court, or any other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited, or eliminated to the minimum extent necessary, so that this LICENSE shall otherwise remain in full force and effect and the PARTIES agree to use their best endeavours to negotiate in good faith an enforceable and legally binding alternative provision.

EPILEPSY WARNING

PLEASE READ THIS NOTICE BEFORE USING SOFTWARE, OR BEFORE ALLOWING OTHERS TO DO SO. Certain individuals may experience epileptic seizures or loss of consciousness when subjected to strong, flashing lights, or similar, or due to other issues. Such individuals may therefore experience a seizure while operating computer simulations, video products, or similar. This can also affect individuals who have no prior medical record of epilepsy, or have never previously experienced a seizure. If LICENSEE or any person permitted by LICENSEE to use the Software has ever experienced epilepsy symptoms (seizures or loss of consciousness) after such exposure, please consult a doctor before using the Software.

1. Should LICENSEE, or any person permitted by LICENSEE to use the Software, experiences discomfort of any sort, including but not limited to dizziness, poor eyesight, eye, or muscle sensation, loss of consciousness, feelings of disorientation, or any type of involuntary movements, or cramps, or similar; LICENSEE, or user must immediately turn off the software and consult a doctor before further utilisation.

2. PRECAUTIONS DURING USE:

- 2.1. Do not sit too close to the monitor and sit as far back as is comfortably possible;
- 2.2. Use as small a monitor as possible;
- 2.3. Do not use software when tired;
- 2.4. Ensure there is sufficient lighting in the area;
- 2.5. Take a break of 10-15 minutes every hour.